

CAUSE NO. 2019-75100

JOE SCOTT § IN THE DISTRICT COURT OF
§
§ Plaintiff, §
§
v. § HARRIS COUNTY, TEXAS
§
§ ONE UNKNOWN DRIVER AND UBER §
TECHNOLOGIES, INC., §
§
§ Defendants. § 164th JUDICIAL DISTRICT

Plaintiff's Amended Petition

Joe Scott (hereinafter "Plaintiff") complains of One Unknown Driver; Uber Technologies, Inc.; and United Financial Casualty Company ("Defendants") and would show the Court the following:

Nature of Action

1. Plaintiff suffered injury as a result of being struck by an unknown driver's vehicle while Plaintiff was driving for Uber Technologies, Inc. This is a suit for the injuries sustained under Defendant Uber's UM/UIM policy.

II.

Discovery Level

2. Discovery in this matter may be conducted under Level 2 of the Texas Rules of Civil Procedure.

EXHIBIT "A"

III.

Jurisdiction and Venue

3. The claims asserted arise under the common law of Texas. This Court has jurisdiction and venue is proper because the Defendants do a substantial amount of business within the forum state and the incident giving rise to this lawsuit occurred in this County. TEX. CIV. PRAC. & REM. CODE § 15.002.

4. Venue is proper because occurrences giving rise to this action occurred in Harris County, Texas.

IV.

Parties

5. Plaintiff **Joe Scott** is a resident of Harris County, Texas.

6. Defendant **Uber Technologies, Inc.**, is a foreign corporation. The Court may exercise personal jurisdiction over this Defendant because it does a substantial amount of business in Texas. Additionally, this Defendant's continuous and systematic contacts with Texas justify the exercise of general jurisdiction. Further, this Defendant's contacts with Texas arising out of the incident made the basis of this lawsuit justify the Court also exercising specific jurisdiction. This Defendant has appeared in the case and will be served through counsel.

7. Defendant **United Financial Casualty Company**, is a foreign corporation. The Court may exercise personal jurisdiction over this Defendant because it does a substantial amount of business in Texas. Additionally, this Defendant's continuous and systematic contacts with Texas justify the exercise of general jurisdiction. Further, this Defendant's contacts with Texas arising out of the incident made the basis of this lawsuit justify the Court

also exercising specific jurisdiction. This Defendant may be served with process through its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

V.

Facts

8. On or about December 23, 2018, Plaintiff Joe Scott suffered severe and debilitating injuries as a result of Defendant One Unknown Driver's negligence. Specifically, Defendant One Unknown Driver failed to keep a proper lookout and failed to control his/her speed and suddenly and unexpectedly rear-ended Plaintiff's vehicle. This crash caused severe damage to Plaintiff's car:



9. The force of the impact caused Plaintiff's car to jump the median and hit a tree on the rear driver's side of his vehicle. After the crash, Defendant One Unknown Driver fled the scene of the wreck.

10. At all relevant times, Plaintiff was driving for Defendant Uber as an independent contractor and was covered by Defendant Uber's underinsured motorist ("UM") coverage. Said UM insurance policy was issued by Defendant United Financial Casualty Company.

11. Defendant Uber and/or Defendant United Financial Casualty Company is liable for Plaintiff's damages incurred as a result of Defendant One Unknown Driver's acts and omissions, and Plaintiff seeks to invoke Defendant Uber's uninsured motorist coverage to fully compensate Plaintiff for the severe injuries he sustained.

12. As a result of Defendant's negligence, Plaintiff suffered severe and permanent injuries including, but not limited to, his neck, back, shoulders, arms, and other parts of his body. Plaintiff has already required surgical intervention, and he will require future surgery as a result of the injuries he sustained in this crash.

VI.

Causes of Action

A. Negligence (against Defendant One Unknown Driver)

13. Plaintiff repeats and re-alleges each allegation contained above.
14. Plaintiff sustained injuries because of Defendant's negligence when Defendant One Unknown Driver:
 - Negligently operated his vehicle;
 - Failed to operate his vehicle safely;

- Failed to keep a proper lookout;
- Failed to be attentive;
- Failed to yield the right of way;
- Failed to sound his horn or warn of danger;
- Failed to control speed and location;
- Failed to maintain a safe distance; and
- Other acts so deemed negligent and grossly negligent.

15. As a result of Defendant's negligence Plaintiff sustained substantial injuries including, but not limited to, his neck, back, shoulders, arms and other parts of his body.

16. As a result of Defendant's negligence, the Plaintiff, Joe Scott, suffered severe physical injury, physical disfigurement, mental anguish, and pain and suffering in the past. Plaintiff, Joe Scott, will continue to suffer severe physical injury, physical disfigurement, mental anguish, and pain and suffering in the future. As a result of Defendant's negligence, Plaintiff has incurred medical expenses in the past and in reasonable medical probability, will incur additional medical expenses in the future. In addition, Plaintiff has lost wages and lost future earning capacity. Plaintiff, Joe Scott, is entitled to recover for his injuries. Defendant's actions were done with a reckless disregard to a substantial risk of severe bodily injury. As such, Plaintiff is entitled to exemplary damages.

B. UM Coverage (against Defendant Uber and Defendant United Financial Casualty Company)

17. At the time of the collision in question, Defendant One Unknown Driver was an "uninsured motorist" ("UM"). Fortunately, Defendant Uber carried an UM policy to cover

Plaintiff for this very type of situation. Said UM policy was issued by Defendant United Financial Casualty Company, and it was in full force and effect at the time of the occurrence made the basis of this suit. Plaintiff seeks to invoke this policy to compensate him for his injuries due to the negligence of the uninsured unknown motorist.

VII.

Prayer

Plaintiff prays for relief and judgment, as follows:

- Compensatory damages against Defendant;
- Actual damages;
- Consequential damages;
- Pain and suffering;
- Exemplary damages
- Past and future mental anguish;
- Past and future impairment;
- Past and future disfigurement;
- Interest on damages (pre- and post-judgment) in accordance with law;
- Plaintiffs' reasonable attorneys' fees;
- Costs of court;
- Expert witness fees;
- Costs of copies of depositions; and
- Such other and further relief as the Court may deem just and proper.

VII.

Jury Trial Demanded

Plaintiff hereby demands a trial by jury.

Respectfully Submitted,

ARNOLD & ITKIN LLP

/s/ Joseph McGowin _____

Kurt Arnold

SBN: 24036150

karnold@arnolditkin.com

Caj Boatright

SBN: 24036237

cboatright@arnolditkin.com

Roland Christensen

SBN: 24101222

rchristensen@arnolditkin.com

Joseph McGowin

SBN: 24117268

jmcgowin@arnolditkin.com

6009 Memorial Drive

Houston, Texas 77007

Tel: 713.222.3800

Fax: 713.222.3850

e-service@arnolditkin.com

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent to all counsel of record in accordance with the Texas Rules of Civil Procedure on this 13th day of December, 2019.

/s/ Joseph McGowin _____

Joseph McGowin